

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 19, 2003

Division: Public Safety

Bulk Item: Yes X No

Department: Marathon Airport

AGENDA ITEM WORDING: Approval of Lease Renewal Agreement between Monroe County and Robert DeField and Robert Cayce, Tenants, for hangar space at the Florida Keys Marathon Airport, for an additional five (5) year term, beginning November 1, 2002 and ending October 31, 2007

ITEM BACKGROUND: The original lease agreement for this hangar space was for the period beginning October 1, 1997 and ending October 31, 2002, with an option to renew for three additional five year terms by providing the County with written notice of their intent to do so thirty days or more in advance of the term's expiration date. On October 31, 2002, a letter was received, requesting to extend the lease for an additional five year period. The attached Lease Renewal Agreement waives the requirement to provide thirty day written notice, and extends the agreement for an additional five (5) years, effective November 1, 2002.

PREVIOUS RELEVANT BOCC ACTION: On October 15, 1997, Board approved lease agreement between Monroe County and Charles Pierce and Bob Cayce for hangar space at the Marathon Airport. On April 8, 1998, Board approved Assignment of Lease for hangar space at the Marathon Airport from Charles Pierce to Robert DeField.

CONTRACT/AGREEMENT CHANGES: Term of the agreement has been extended for an additional five-year term, effective November 1, 2002 and ending October 31, 2007.

STAFF RECOMMENDATIONS: Approval

TOTAL COST: _____

BUDGETED: Yes No N/A

COST TO COUNTY: _____

SOURCE OF FUNDS: N/A

REVENUE PRODUCING: Yes X No **AMOUNT PER MONTH** _____ **Year** \$2,217.12

APPROVED BY: County Atty YES OMB/Purchasing YES Risk Management YES

DIVISION DIRECTOR APPROVAL:


James R. "Reggie" Paros

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION: _____

AGENDA ITEM # H6

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract #

Contract with: Robert Defield & Robert Cayce

Effective Date: 11/1/02
Expiration Date: 10/31/07

Contract Purpose/Description: Lease renewal agreement for hangar space at the Marathon Airport.

Contract Manager: Bevette Moore
(name)

5195
(Ext.)

Airports - Stop # 5
(Department/Courier Stop)

for BOCC meeting on: 2/19/03

Agenda Deadline: 2/5/03

CONTRACT COSTS

Total Dollar Value of Contract: Revenue Producing
Budgeted? N/A
Grant: N/A
County Match: N/A




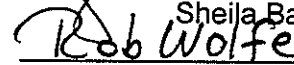
Current Year Portion: N/A
Account Codes: 403-344101SK

ADDITIONAL COSTS

Estimated Ongoing Costs: N/A
(not included in dollar value above)

For: .
(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed Yes No	Reviewer	Date Out
Division Director	<u>1/30/2003</u>	() (✓)	 Reggie Paros	<u>1/30/2003</u>
Risk Management	<u>1/27/03</u>	() (✓)	 Marie Slavik	<u>1/27/03</u>
O.M.B./Purchasing	<u>1/28/03</u>	() (✓)	 Sheila Barker	<u>1/28/03</u>
County Attorney	<u>1/1/</u>	() ()	 Rob Wolfe	<u>1/23/03</u>

Comments: _____



LEASE RENEWAL AGREEMENT

This lease renewal agreement is made and entered into this _____ day of _____, 2003, by and between MONROE COUNTY, a political subdivision of the State of Florida, whose address is the Marathon Airport, 9400 Overseas Highway, Marathon, FL 33050, hereafter COUNTY, and ROBERT DEFIELD AND ROBERT CAYCE, whose address is 11425 Overseas Highway, Marathon, FL 33050, hereafter TENANTS. The parties agree as follows:

WHEREAS, the October 15, 1997 lease, hereafter original lease, between the parties (with original Tenant Charles Pierce's interest assigned to Robert DeField) provided that it could be renewed for three additional five-year terms;

WHEREAS, the parties agree that the Tenants inadvertently did not provide a notice to renew 30 days or more prior to October 31, 2002, as required by the original lease, but that inadvertence should not result in the lease renewal being refused; now, therefore,

IN CONSIDERATION of the mutual promises and covenants set forth below, the parties agree as follows:

1. The COUNTY hereby waives and forgives the failure of the Tenants to provide written notice of their intent to renew 30 days or more before October 31, 2002.
2. The original lease is hereby renewed for an additional five-year term beginning on November 1, 2002 and ending on October 31, 2007.
3. Except as provided in paragraph two of this renewal agreement all the terms and conditions of the original lease remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seal the day and year first above written.

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

By _____
Mayor/Chairperson

WITNESSES:

[Signature]
[Signature]
[Signature]
[Signature]

TENANTS

[Signature]
ROBERT DEFIELD
[Signature]
ROBERT CAYCE

jdairhangardefield

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY [Signature]
ROBERT N. WOLFE
DATE 1-23-03

KEYS ANIMAL HOSPITAL

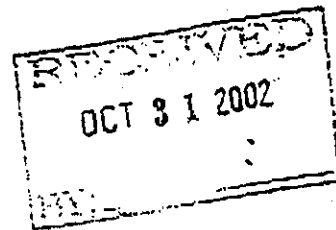
ROBERT E. DEFIELD, D.V.M.

MICHAEL DUNN, D.V.M.

11425 OVERSEAS HWY.

MARATHON, FLORIDA 33050.

743-6250



Dear Bevette:

Enclosed is one half of the rent for the hanger lease for the period October 15, 2002 through October 14, 2003. I have ask Bob Casey to send the other half to your office.

The Lease has a stipulation that ask us to inform you if we intend to lease the hanger for the next 5 years. Please let this letter be our formal indication that we most certainry want to continue our lease into the future.

Thank you for your help.

Sincerely,

Robert DeField DVM

10/29/02

LEASE AGREEMENT

This lease agreement is made and entered into this 15th day of OCTOBER, 1997, by and between Monroe County, a political subdivision of the State of Florida, whose address is the Marathon Airport, 9400 Overseas Highway, Marathon, FL 33050, hereafter COUNTY, and Charles Pierce and Bob Cayce, whose respective addresses are #1 47th Street, Gulf, Hurricane Harbor, Marathon, FL 33050 and 5996 Overseas Highway, Marathon, FL 33050, hereafter TENANTS. The parties agree as follows:

1) The COUNTY leases the property described in Exhibit A -- hereafter the premises -- to the TENANTS for a term of five years, beginning on 10/15, 1997 and ending on 10/31, 2002. Exhibit A is attached to and incorporated into this lease agreement by reference. The TENANTS may renew this lease agreement for three additional five year terms by providing the COUNTY with written notice of their intent to do so thirty days or more in advance of the term's expiration date.

2) The rental payment for the premises during the first year of this agreement is \$150.00 per month, plus the applicable sales tax, payable at the Airport Director's Office, Marathon Airport, 9400 Overseas Highway, Marathon, FL 33050. The monthly rental payment will increase for each successive year of the first ten years by the following amount: the total rental amount for the year multiplied by the increase in the consumer price index (c.p.i.) for the Miami/Ft. Lauderdale area divided by twelve. Rent may be paid by the month or year at the TENANTS' option. In the second ten years the rent will be changed at fair market value, established after an appraisal of the premises and calculated pursuant to the then current rates and charges study.

3) a) The parties acknowledge that there is an existing hangar on the premises that belongs to the TENANTS. At the end of the second term (ten years from the commencement of this lease agreement), the hangar will become the property of the COUNTY. If the TENANTS elect not to renew this lease at the end of the first term, then they may remove the hangar from the premises if they do so by the end of that term. If the hangar remains on the premises after the expiration of the initial term, and the TENANTS have elected not to renew, the hangar becomes the property of the COUNTY. Further, if, during the first two five-year terms, the TENANTS depart the premises as a result of their breach of this agreement, then the hangar will become the property of the COUNTY.

b) The TENANTS must make the following capital improvements to the hangar: resal the asphalt hangar pad, install new tie downs, repair the X-braces, secure the roof beam by the ground cables on the east and west side of the hangar, and upgrade the utilities (water and

electric) to the standards established by the Monroe County Building Code. The capital improvements must be completed within the first two years of the initial term. All the capital improvements just described must be inspected and approved for building code compliance by the Monroe County Building Department.

c) (i) The TENANTS may not conduct any commercial activity or operate an FBO on the premises without the permission of the COUNTY. The premises are leased strictly for use by the TENANTS' private aircraft.

(ii) The TENANTS must keep the COUNTY's Marathon Airport Director apprised of the names of persons and their aircraft that the TENANTS have authorized to use the hangar facilities. The Director must be notified as soon as possible when an authorized occupant is added or deleted.

d) The TENANTS are responsible for the maintenance of the hangar for the first and second terms of this lease (the first ten years). After that, the COUNTY will assume the responsibility for the hangar's structural maintenance, with the TENANTS responsible for all other premises' maintenance. Both parties must perform their maintenance of the hangar and related improvements in accordance with all applicable laws, rules and ordinances.

4) If the premises are needed for the expansion of the Airport or the FAA requires the removal of premise improvements, then the COUNTY may cancel this lease with thirty days written notice to the TENANTS. Upon such termination, the COUNTY will have no further obligation to the TENANTS, including the obligation to pay money or any damages. The COUNTY must also remove the hangar at COUNTY expense. If the cancellation of this lease under this paragraph occurs during the first or second terms, the COUNTY must dismantle and return the hangar to the TENANTS at any place designated by them within the Airport that is acceptable to COUNTY.

5) The TENANTS may assign this lease with the approval of the Board of County Commissioners, whose approval may not be unreasonably withheld.

6) The TENANTS must not authorize, permit or suffer any construction mortgage or other lien of any nature to be placed on the hangar.

7) The TENANTS must pay all utilities, including gas, electricity, water and solid waste disposal charges, if any, and any installation charges that may be required for those utilities.

8) The TENANTS must not make any unlawful or offensive use of the premises and must permit the COUNTY or its agents to inspect the premises at all reasonable times.

9) The TENANTS must obtain – and keep in effect during the term of this lease – the insurance described in Exhibit B. Exhibit B is attached and incorporated into this lease agreement.

The TENANTS may not begin this occupancy of the premises, regardless of the commencement date of this lease, until they furnish proof satisfactory to the COUNTY's Director of Risk Management that they have obtained the insurance policies required by Exhibit B.

10) TENANTS covenant and agree to indemnify and hold harmless the COUNTY from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the TENANTS' utilization of the property governed by this lease agreement.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained in paragraph 9 and Exhibit B.

11) a) The TENANTS for themselves, their personal representatives, successors in interest, and assigns, as a part of the consideration hereof, do hereby covenant and agree that

1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination;

3) that the TENANTS shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 and as said Regulations may be amended.

b) That in the event of breach of any of the above nondiscrimination covenants, the COUNTY shall have the right to terminate the lease and to re-enter and as if said lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed including exercise or expiration of appeal rights.

c) It shall be a condition of this lease that the COUNTY reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property herein described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

d) That the TENANTS expressly agree for themselves, their successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the herein described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

e) That the TENANTS expressly agree for themselves, their successors and assigns, to prevent any use of the herein described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

f) This lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the COUNTY acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the lease of said lands from the COUNTY, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the COUNTY pertaining to the Marathon Airport.

g) Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this agreement are nonexclusive and the COUNTY herein reserves the right to grant similar privileges to another tenant or other tenants on other parts of the Airport.

12) This lease will be automatically canceled, and the title to the improvements on the leased premises will revert to the COUNTY, should the TENANTS fail to occupy the premises within six months of the commencement of this lease or if, during the term of the lease, the premises are abandoned for a continuous period of six (6) months. This reverter provision applies notwithstanding anything contained elsewhere in this lease agreement.

13) The TENANTS, on keeping the covenants and agreements set forth in this lease, are entitled to quiet and peaceful enjoyment of the premises without any interruptions by the COUNTY or by any person or persons claiming by, through or under the COUNTY.

14) All communications between the parties should be between the following persons at the following addresses:

Marathon Airport Director
Marathon Airport
9400 Overseas Highway
Marathon, FL 33050

Mr. Charles Pierce
#1 47th Street, Gulf
Hurricane Harbor
Marathon, FL 33050

Mr. Bob Cayce
5996 Overseas Highway
Marathon, FL 33050

The parties agree that any communication required from the COUNTY to the TENANTS will be considered sent and delivered if sent and delivered to either Tenant. Any communication required from the TENANTS to the COUNTY will be considered sent and delivered if sent and delivered by either Tenant.

15) Any action taken by either Tenant under this lease will be binding on the other Tenant as if the action had been undertaken jointly.

16) The TENANTS under this lease are to be considered joint tenants with a right of survivorship. In the event of the death of either Tenant, the surviving Tenant will automatically acquire and assume all the deceased Tenant's interests, obligations, duties and privileges under this lease agreement.

17) The TENANTS warrant that they have not employed, retained or otherwise had act on their behalf any former COUNTY officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any COUNTY officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision, the COUNTY may, in its discretion, terminate this lease without liability and may also in its discretion, recover from the TENANTS the full amount of any fee, commission, percentage, gift or consideration paid to the former COUNTY officer or employee.

18) Venue for any litigation arising under this lease agreement must be in a court of competent jurisdiction in Monroe County, Florida.



IN WITNESS WHEREOF, the parties have set their hands and seal.

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

By Ruth D. Dufantgen
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By [Signature]
Mayor/Chairman

WITNESSES:

[Signature]
[Signature]
Sandra J. Hill
[Signature]
jairihangama

TENANTS

By Charles Pierce
Charles Pierce

By [Signature] (Bob)
Bob Cayce

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY [Signature]
ROBERT N. WATTE
DATE 9-3-97

(10) Animal Shelter

9

Existing

7

Clear Zone
1:1 Approach Slope

4

Charles Pierce

5

Proposed 1000' Clear Zone
20:1 Approach Slope

700'

500'

300'

25

200'

arm
th

(1000')

RETENTION
POND

Public Picnic
Area

MOSQUITO
CONTROL
AREA

6

THE
PALMS

Highway No. 1

FABARA
SHORIS

Exhibit A

7/25 RUNWAY DATA	EXISTING
RUNWAY CATEGORY	RT

EXHIBIT 'B'

**MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL**

**General Insurance Requirements
for
Airport/Aircraft Activities**

Prior to the commencement of work governed by this contract (including the pre-staging of personnel and material), the Vendor shall obtain, at his/her own expense, insurance as specified in the attached schedules, which are made part of this contract. The Vendor will ensure that the insurance obtained will extend protection to all Contractors engaged by the Vendor.

The Vendor will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below.

The Vendor shall maintain the required insurance throughout the entire term of this contract and any extensions specified in any attached schedules. Failure to comply with this provision may result in the immediate suspension of all activities conducted by the Vendor and its Contractors until the required insurance has been reinstated or replaced.

The Vendor shall provide, to the County, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance
- or
- A Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Vendor's insurance shall not be construed as relieving the Vendor from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared form entitled "Request for Waiver of Insurance Requirements" and approved by Monroe County Risk Management.

**GENERAL LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND
_____**

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$100,000 per Person
\$300,000 per Occurrence
\$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

GL1

CONSENT TO ASSIGNMENT

This Consent to Assignment is entered into by and between Monroe County, a political subdivision of the State of Florida, hereafter County, and Robert DeField, a natural person, hereafter Assignee, the parties agreeing as follows:

1.) The County leased a hangar at the Marathon Airport to one _____

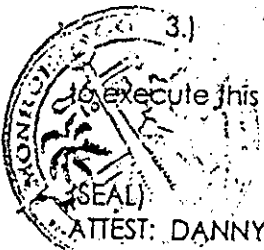
Charles Pierce, hereafter, Assignor, through a lease agreement dated
(Name of Person)

15 October, 1997, hereafter the original agreement. The original agreement is attached and incorporated into this Consent to Assignment.

2.) By an agreement dated 18 August, 1997, the Assignor assigned to Assignee all the Assignor's rights, title and interest in the original agreement. The original agreement, paragraph 5, requires the consent of the County before such an assignment is effective against the County. The County hereby consents to the assignment described in this paragraph.

In consideration for such consent, the Assignee agrees to be bound by all the terms and conditions of the original agreement including the obligation to pay the County any sums owed the county by the Assignor under the original agreement up to the effective date of this consent to assignment.

3.) This consent to assignment will take effect on the signature date of the last party to execute this consent to assignment.



ATTEST: DANNY L. KOLHAGE, CLERK

By Ruth J. Jantzen
Deputy Clerk

Date: 4/8/98

Date: Feb 23, 1998

pcen/assign.doc

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By John S. Sordone
Mayor/Chairman

ASSIGNEE

By Robert DeField

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY [Signature]
COUNTY CLERK

AGREEMENT FOR SALE AND ASSIGNMENT

COMES NOW Chuck Pierce (hereinafter referred to as "Assignor" and
Robert DeField (hereinafter referred to as "Assignee") and agree as follows:

1. The assignor is the owner of a hangar located at the Marathon Airport which is located on land being leased from Monroe County, Florida. Hangar one west bay
2. It is the intent of the Assignor herein to assign all its right, title and interest in said hangar and lease to Robert DeField the Assignee for the consideration of \$7,500.00.

paid 8/18/97

3. The \$7,500.00 shall be ~~paid in US Funds~~ ~~XXXXXXXXXXXXXXXXXXXX~~

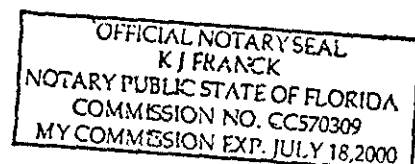
4. It is the intention that both parties will culminate this sale as soon as practicable and that all necessary steps be taken with Monroe County for approval of this sale and assignment and by execution by this letter agreement the parties hereby agree to this sale and assignment dated this 18 day of August 1997,

(ASSIGNOR)

X Chuck Pierce

(ASSIGNEE)

Robert DeField



KJ Franck 8/18/97

BILL OF SALE

Dated: August 20, 1996

Chuck Pierce, referred to as "SELLER", sells, bargains and conveys all of SELLER'S right, title and interest in:

Aircraft hanger on Marathon Airport Hanger One (west bay)

to Robert E. DeField, referred to as "BUYER", his heirs and assigns.

Chuck Pierce acknowledges receipt of a total of \$ 7500 (Seven Thousand Five Hundred Dollars) from Robert E. DeField, BUYER, in full payment of the purchase price of the goods conveyed hereby.

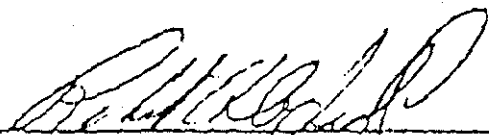
Chuck Pierce warrants that there are no liens or encumbrances on the goods sold, and that Chuck Pierce's title to the goods is clear and merchantable. Chuck Pierce shall defend Robert E. DeField from any adverse claims to SELLER's title to the goods sold.

The goods sold herein are USED and SOLD "AS IS", "WHERE IS", "WITH ALL FAULTS." The goods herein are not sold by a merchant in the field. THESE GOODS ARE SOLD WITHOUT UCC WARRANTY OF ANY KIND, including MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The BUYER, Robert E. DeField, acknowledges examining the goods sold herein.

The parties agree to the terms and conditions stated herein:



Chuck Pierce, SELLER



Robert E. DeField, BUYER